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SECTION 1 - THE SCHEDULE  
CONTINUATION TO SF-1449  
RFQ NUMBER 19EN1023Q0006  
PRICES, BLOCK 23

**I. PERFORMANCE WORK STATEMENT**

- A. The purpose of this firm fixed price contract is to install a prefabricated guard booth, bathroom booth and associated support services on the U. S. Government owned New Embassy Compound (NEC) site located at Suur-Ameerika 3 / Väike-Ameerika 4 street. The contractor shall supply all materials, labor, transportation, equipment and perform all work mentioned in section 4 within a fixed-price contract.
- B. The contract will be for a one-year period from the date of the contract award, with three (3) one-year options.

**II. PRICING**

BASE PERIOD - The period of performance will be from date of contract award and continuing for 12 months.

A. Standard Services. The firm fixed price for the Base Year of the contract is:		
Price per Month	Quantity of Months	Price per Year
	12	
B. Value Added Tax:		
VAT per month	Quantity of Months	VAT total for 12 months
	12	
C. Total Price for Base Year = A+B		

OPTION YEAR ONE - The period of performance will be from end of base year and continuing for 12 months.

A. Standard Services. The firm fixed price for Option Year 1 of the contract is:		
Price per Month	Quantity of Months	Price per Year
	12	
B. Value Added Tax:		
VAT per month	Quantity of Months	VAT total for 12 months
	12	
C. Total Price for Option Year 1 = A+B		

OPTION YEAR TWO - The period of performance will be from end of option year one and continuing for 12 months.

A. Standard Services. The firm fixed price for Option Year 2 of the contract is:		
Price per Month	Quantity of Months	Price per Year
	12	
B. Value Added Tax:		
VAT per month	Quantity of Months	VAT total for 12 months
	12	
C. Total Price for Option Year 1 = A+B		

OPTION YEAR THREE - The period of performance will be from end of option year two and continuing for 12 months.

A. Standard Services. The firm fixed price for Option Year 3 of the contract is:		
Price per Month	Quantity of Months	Price per Year
	12	
B. Value Added Tax:		
VAT per month	Quantity of Months	VAT total for 12 months
	12	
C. Total Price for Option Year 1 = A+B		

Grand Total of Base and All Option Years *	
Base Year Total	
Option Year 1 Total	
Option Year 2 Total	
Option Year 3 Total	
GRAND TOTAL- BASE AND ALL OPTION YEARS	

\*Grand Total prices must have VAT included if VAT is applicable.

### III. VALUE ADDED TAX

VALUE ADDED TAX. Value Added Tax (VAT) is not included in the CLIN rates. Instead, it will be priced as a separate Line Item in the contract and on Invoices. Local law dictates the portion of the contract price that is subject to VAT; this percentage is multiplied only against that portion. It is reflected for each performance period.

CONTINUATION TO SF-1449,  
RFQ NUMBER 19EN1023Q0006  
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20  
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

**1.0 GENERAL REQUIREMENTS**

- 1.1 The Contractor shall provide all services necessary to meet objectives.
- 1.2 The Contractor shall visit the site and assess the extent of work needed to prepare the area before submitting an estimate. The date of the site visit will be determined by the Contract Officer Representative (COR) of the Embassy.
- 1.3 The contractor shall furnish to the Post contracting officer a proposal to execute all work. The proposal shall include line items for materials, tools, expendable tools and supplies (cloths, rags, brushes, towels, etc.), site deliveries, staging, demobilization, demolition, including selective demolition, protection of site and surrounding work areas (health and safety/barriers, dust and debris controls, etc.), installation labor, trash and refuse removal from site and local disposal, all overhead and general and administration services and fees and contractor profit/fee.
- 1.4 The contractor's labor and material price quotes shall be based upon an agreed size and qualifications. The agreed to quantity shall be established during the contractor's pre-bid site visit and inspection. Any changes to quantity and resultant costs shall be negotiated by the contracting officer.
- 1.5 The contractor's proposal shall also include a schedule that includes milestones for work start, material deliveries (booths etc.), and work completion. The schedule shall include time durations for each work activity.

**1.6 WORK, LICENSES, PERMITS AND INSPECTIONS**

The contractor shall perform all work in accordance with any plans, specifications, and performance standards and in accordance with local codes. The contractor shall be responsible to obtain any local permits in accordance with local law or custom, prior to beginning work. The contractor shall furnish all trade labor that possesses tradesman licensing, as required, per local law/requirements. The contractor's superintendent shall inform the COR within two (2) business days when US Government site and work inspections are required.

**1.7 LIABILITY INSURANCE**

- 1.7.1 The contractor shall provide and maintain required general liability insurance against claims made for damages for personal injury or property damage by reason of anything done or not done by the contractor, its employees, or agents, in connection with the performance of this contract. The contractor shall furnish these insurance documents to the contracting officer at the same time the work proposal is tendered.

## 1.8 HEALTH & SAFETY PLAN

The contractor shall be responsible to execute all work in accordance Occupational Safety and Health requirements, Post specific safety and health procedures and policies. The contractor shall be responsible to erect and remove all dust and debris controls. All health and safety control measures, barrier, dust extractions, fans, general clean-up of site, etc. shall also be performed by the contractor during the execution of this contract.

Contractor shall ensure users of Personal Protective and Safety Equipment are trained to know the following:

- All workers shall wear clothing suitable for the weather and work conditions.
- Protective footwear, such as steel-toed safety boots shall be worn.
- Persons shall be provided with eye and face protective equipment to protect eye or face from physical, chemical or radiation agents' injury.
- Safety goggles with safety lenses and screen for side protection shall be used.
- Workers at site shall wear protective hard hats.
- Approved respiratory devices suitable for their intended use, such as safety mask shall be provided by the employer and used to protect employees against exposure to respiratory hazards.
- Ladder safety: The proper type of ladder should be used for every job and is subject to inspection.

## 2. SITE MAINTENANCE

The contractor shall clean up, remove, and dispose of all debris associated with work. Always maintain cleanliness of the property.

It is the intent of this contract that all work performed by the contractor is to be complete and functional in all respects meeting all applicable codes and requirements and to the final approval of the Post contracting officer and contracting officer representative.

The contractor shall be responsible for protecting the work of other trades from any damage caused by his own work forces, including all subcontractors. Site, compound, roadway, etc., damages caused by the contractor during performance of this work shall be repaired, replaced, or restored to their original condition by the contractor at no additional expense.

## 3. GENERAL CONTRACTOR RESPONSIBILITIES

3.1 The contractor shall be responsible to familiarize himself with the site and point out any potential problems before starting the job.

3.2 The awarding of this Contract shall be based on the assurance that adequate, qualified manpower will be provided to carry out this scope of work, and work will be commenced and completed as per the Project Schedule, as revised from time to time by the contractor's Construction Manager and as agreed to by the Post/US Government contracting officer.

3.3 The contractor shall cooperate with other trades that may be performing other work to ensure a smooth and safe flow of work.

3.4 The contractor shall comply with all requirements for safety procedures, reports, and meetings in accordance with applicable regulations, laws, and safety programs.

3.5 As required, the contractor shall be responsible to furnish all tools and equipment to perform work under this contract. The US Government will not furnish any property, tools or equipment for this project. The contractor shall ensure that all necessary tools and equipment are available and fit for service to avoid any schedule delays. Contractor delays relating to tool and equipment availability is not an excusable or compensable reason for delay under this contract.

3.6 The contractor agrees that the US Government is not responsible for fire, theft, loss and/or vandalism of any of the contractor's property, including tools, equipment, materials, supplies and/or work in progress.

3.7 The contractor shall adhere to all Post security policies and requirements to include those for site access, vehicle and equipment access and personnel background checks. These specific requirements will be furnished to the contractor at the time of contract award.

#### 4.0 **SPECIFIC REQUIREMENTS**

##### 4.1 PROJECT DESCRIPTION:

Rental service of prefabricated guard booth and bathroom booth to house 1 guard.

Guard booth will have:

- Site prep work and concrete pad or other sub-structure required for installation of the prefabricated booth.
- Overhead indoor LED lighting with a switch.
- Four Outdoor 4000K 50W floodlights on a bracket so the angle and direction could be adjusted.
- Windows on all sides with mirror privacy film. At minimum, windows should be on 3 sides and on the door.
- Restroom with toilet.
- Continuing maintenance and support for restroom. Toilet tank emptying and cleaning service.
- Structure will be built on a frame that can easily be re-positioned with a crane.

The contractor shall protect the adjacent property during execution of the project. Its contractor's responsibility for restoration of damages incurred during implementation of the plan. The work shall be governed by the U.S. Embassy, Tallinn.

The contractor shall submit a project design and construction schedule with their technical proposal.

The schedule developed by the Contractor shall reflect their recommended project phases, phase

activities and activity durations.

A written narrative shall also be included with the technical proposal explaining the schedule submitted and reasons why and how it can be completed in the time frame proposed by the Contractor.

The contractor shall verify the measurement during site visit. All these measurements are approximate. The contractor shall not claim any additional amount after the project is over.

The contractor must familiarize themselves with the sites, all details of the work required, and existing conditions and propose accordingly.

## 4.2 PRODUCTS & SERVICES

### **A. Guard Booth:**

- The guard booth has to have a suitable floor, wall and ceiling insulation that is meant for cold Nordic climate.
- The floor has to be durable and heavy duty.
- Floor has to be water resistant.
- The inside walls have to be durable and heavy duty.
- The booth inside ceiling has to be moisture resistant
- LED light has to be installed on the ceiling that illuminates the whole room with a switch near the entrance door.
- 4 x LED floodlights on four sides of the booth outside wall upper center section have to be installed on adjustable(angle) bracket.
- 4 x outside LED floodlights have to be 4000K color, 4000 – 4500 lumens.
- 4 x outside LED floodlights weather protection class would be IP65 or higher.
- 4 x outside LED floodlights have to be operatable(on/off) from the inside wall switch.
- The guard booth will have 3 windows on three sides of the booth and one door window.
- The guard booth windows should have a privacy mirror look security film installed.
- The guard booth windows will have to have window shades / screens installed on the inside that can be used to block of the sun when sun is coming in from an unfavorable angle.
- The guard booth door has to be made out of metal and have a window for providing maximum view of the surroundings.

- The guard booth has to have a lockable door that can be closed and opened by a key from the outside and have a butterfly rotary knob inside to lock and unlock the door.
- The guard booth has to have a lock where the lock core could be changed.
- The guard booth will have one ventilation hatch to provide fresh air and can be opened and closed on the inside of the guard booth.
- The guard booth will have a countertop on one side of the inside wall that can be used to store different papers, laptop etc.
- The guard booth will have a minimum of five 230VAC power / electrical outlets installed on the inside.
- The guard booth will have a A/C inverter type split unit installed on the outside wall to provide heat in the cold weather and cooling in the hot weather.
- The A/C inverter type split unit will be designed for the cold climate and has to provide a minimum of 20 degrees Celsius at all times.
- The A/C inverter type split unit will have a remote installed on the inside booth where the operator can adjust the temperature and air flow.
- One 400-600W inside small electrical wall radiator with a built-in thermostat will have to be installed on the wall as back-up heating solution.
- Wall clothes hanger will have to be installed on the inside wall.
- The guard booth will have a minimum dimensions of 2100 x 2100 mm (length x with) on the inside
- The guard booth will have a power / electrical panel installed where all the breakers related to the equipment, outlets and lights are located.

## **B. Bathroom / Port-a-pottie**

- Bathroom Booth has to be located next to the guard booth.
- Bathroom Booth has to have a inside heating function.
- Bathroom Booth has to be insulated for Nordic climate to hold heat inside.
- Bathroom Booth has to have a faucet with a water tank / canister that can be filled up with water when empty.
- One trash basket has to be installed in the bathroom booth.
- One light source has to be installed in the bathroom booth with the light switch in the booth.
- The bathroom booth has to have some sort of ventilation to remove the odors inside.
- The bathroom booth has to be weatherproof.
- The bathroom booth has to have a hand towel dispenser



- The bathroom booth would have to have a electric panel inside with the circuit breaker(s) regarding the electrical equipment related to the bathroom booth.
- The bathroom booth has to have a toilet paper holder.
- The bathroom booth has to have a hook or a hanger for clothes.
- The bathroom booth has to have a toilet accumulation / septic tank for feces that can be serviced (emptied & cleaned). and would hold up to minimum one weeks of waste with room to spare.
- The bathroom booth has to have a frame that allows the booth to be portable and moved around if required.
- Guard booth has to have a 230VAC power input.
- The bathroom shall be lockable from the outside

### **C. Extra Products Provided**

- Keys for the guard booth, bathroom booth will be provided.

### **D. Services**

- Garbage bin / can with the capacity of 140 liters and a two year garbage disposal service(once a week).
- Bathroom Booth septic tank emptying and washing (once a week).
- Bathroom Booth water canister refilling and cleaning (once a week).

#### **4.3 SUBMITTALS:**

- A. Shop drawings: Provide a site plan showing layout of guard booth location, with dimensions, opening sizes, cleared area, elevations, and sub-structure details of attachments.
- B. Product Data: Provide manufacturer's material descriptions, construction details, dimensions of individual components and profiles, and finishes.

#### **4.4 GENERAL SITE SAFETY:**

- Contractor shall at its own expense, protect its employees and other persons from risk of death, injury or bodily harm arising from or in way related to the work.
- Contractors to ensure that all local legislation regarding Occupational Health And Safety, Labor & National Building Regulations, & all relevant codes are met.

- Contractor to further comply with all by laws, orders, citations, regulations, standards and statutes concerning Health and Safety, accident prevention, safety Equipment and Practices.
- Safety of all Personal, Embassy staff, Landlord or authorized agent, Contractor & their staff take priority at all times (Ensure that no unauthorized personal enters the site).
- No person shall carry out any work of any kind (including maintenance, repairs, cleaning and testing) unless such person is qualified, competent & familiar with the hazards associated with such work and the necessary safety precautions have been implemented with the work and associated hazards.
- Contractor to ensure that necessary personal protective clothing {PPE} be available including but not limited to hard hats, goggles, gloves, dust masks, respirators, ear plugs, face shields, safety shoes, Harnesses and other related safety wear.

#### QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan provides an effective method to promote satisfactory contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

Performance Objective	Scope of Work Paragraphs	Performance Threshold
<u>Services.</u> Performs all guardbooth rental related services set forth in the scope of work.	_1_ thru _4_	All required services are performed and no more than one (1) customer complaint is received per month.

## SECTION 2 - CONTRACT CLAUSES

52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (NOV 2021) IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JUN 2023)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

- (1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).
- (3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).
- (5) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) ( [31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).
- (6) [52.233-3](#), Protest After Award (AUG 1996) ( [31 U.S.C. 3553](#)).
- (7) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ( [19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

- \_\_\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (NOV 2021) ( [41 U.S.C. 4704](#) and [10 U.S.C. 4655](#)).
- \_\_\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) ( [41 U.S.C. 3509](#))).

\_\_\_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ( [31 U.S.C. 6101 note](#)).

\_\_\_ (5) [Reserved].

\_\_\_ (6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (8) [52.204-27](#), Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

\_\_\_ (9) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) ( [31 U.S.C. 6101 note](#)).

\_\_\_ (10) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ( [41 U.S.C. 2313](#)).

\_\_\_ (11) [Reserved].

\_\_\_ (12) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) ( [15 U.S.C. 657a](#)).

\_\_\_ (13) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) ( [15 U.S.C. 657a](#)).

\_\_\_ (14) [Reserved]

\_\_\_ (15) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (NOV 2020) ( [15 U.S.C. 644](#)).

\_\_\_ (ii) Alternate I (MAR 2020) of [52.219-6](#).

\_\_\_ (16) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (NOV 2020) ( [15 U.S.C. 644](#)).

\_\_\_ (ii) Alternate I (MAR 2020) of [52.219-7](#).

\_\_\_ (17) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022) ( [15 U.S.C. 637\(d\)\(2\)](#) and (3)).

\_\_\_ (18) (i) [52.219-9](#), Small Business Subcontracting Plan (OCT 2022) ( [15 U.S.C. 637\(d\)\(4\)](#)).

\_\_\_ (ii) Alternate I (NOV 2016) of [52.219-9](#).

\_\_\_ (iii) Alternate II (NOV 2016) of [52.219-9](#).

- \_\_\_ (iv) Alternate III (JUN 2020) of [52.219-9](#).
- \_\_\_ (v) Alternate IV (SEP 2021) of [52.219-9](#).
- \_\_\_ (19) (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ( [15 U.S.C. 644\(r\)](#)).
- \_\_\_ (ii) Alternate I (MAR 2020) of [52.219-13](#).
- \_\_\_ (20) [52.219-14](#), Limitations on Subcontracting (OCT 2022) ( [15 U.S.C. 637s](#)).
- \_\_\_ (21) [52.219-16](#), Liquidated Damages—Subcontracting Plan (SEP 2021) ( [15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- \_\_\_ (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) ( [15 U.S.C. 657f](#)).
- \_\_\_ (23) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (MAR 2023)( [15 U.S.C. 632\(a\)\(2\)](#)).
- \_\_\_ (ii) Alternate I (MAR 2020) of [52.219-28](#).
- \_\_\_ (24) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) ( [15 U.S.C. 637\(m\)](#)).
- \_\_\_ (25) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) ( [15 U.S.C. 637\(m\)](#)).
- \_\_\_ (26) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ( [15 U.S.C. 644\(r\)](#)).
- \_\_\_ (27) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ( [15U.S.C. 637\(a\)\(17\)](#)).
- X** (28) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- \_\_\_ (29) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (DEC 2022) (E.O.13126).
- \_\_\_ (30) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- \_\_\_ (31) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
- \_\_\_ (ii) Alternate I (FEB 1999) of [52.222-26](#).
- \_\_\_ (32) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ( [38 U.S.C. 4212](#)).
- \_\_\_ (ii) Alternate I (JUL 2014) of [52.222-35](#).
- \_\_\_ (33) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ( [29 U.S.C. 793](#)).
- \_\_\_ (ii) Alternate I (JUL 2014) of [52.222-36](#).

\_\_\_ (34) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ( [38 U.S.C. 4212](#)).

**X** (35) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

\_\_\_ (36) (i) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ( [22 U.S.C. chapter 78](#) and E.O. 13627).

\_\_\_ (ii) Alternate I (MAR 2015) of [52.222-50](#) ( [22 U.S.C. chapter 78](#) and E.O. 13627).

\_\_\_ (37) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)

\_\_\_ (38) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ( [42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (MAY 2008) of [52.223-9](#) ( [42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (39) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

\_\_\_ (40) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

\_\_\_ (41) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (OCT 2015) of [52.223-13](#).

\_\_\_ (42) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun2014) of [52.223-14](#).

\_\_\_ (43) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ( [42 U.S.C. 8259b](#)).

**X** (44) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (JUN 2014) of [52.223-16](#).

\_\_\_ (45) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

\_\_\_ (46) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).

\_\_\_ (47) [52.223-21](#), Foams (Jun2016) (E.O. 13693).

- \_\_\_ (48) (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).
- \_\_\_ (ii) Alternate I (JAN 2017) of [52.224-3](#).
- \_\_\_ (49) (i) [52.225-1](#), Buy American-Supplies (OCT 2022) ( [41 U.S.C. chapter 83](#)).
- \_\_\_ (ii) Alternate I (OCT 2022) of [52.225-1](#).
- \_\_\_ (50) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) ( [19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_\_ (ii) Alternate I [Reserved].
- \_\_\_ (iii) Alternate II (DEC 2022) of [52.225-3](#).
- \_\_\_ (iv) Alternate III (JAN 2021) of [52.225-3](#).
- \_\_\_ (v) Alternate IV (Oct 2022) of [52.225-3](#).
- X (51) [52.225-5](#), Trade Agreements (DEC 2022) ( [19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- \_\_\_ (52) [52.225-13](#), Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (53) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- \_\_\_ (54) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ( [42 U.S.C. 5150](#)).
- X (55) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ( [42 U.S.C. 5150](#)).
- \_\_\_ (56) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021).
- X (57) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) ( [41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).
- \_\_\_ (58) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (NOV 2021) ( [41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).
- \_\_\_ (59) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ( [31 U.S.C. 3332](#)).
- \_\_\_ (60) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ( [31 U.S.C. 3332](#)).

\_\_\_ (61) [52.232-36](#), Payment by Third Party (MAY 2014) ( [31 U.S.C. 3332](#)).

\_\_\_ (62) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ( [5 U.S.C. 552a](#)).

\_\_\_ (63) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ( [15 U.S.C. 637\(d\)\(13\)](#)).

\_\_\_ (64) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ( [46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).

\_\_\_ (ii) Alternate I (APR 2003) of [52.247-64](#).

\_\_\_ (iii) Alternate II (NOV 2021) of [52.247-64](#).

(c) [RESERVED]

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart [4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) [RESERVED]

(End of clause)

ADD THE FOLLOWING CLAUSE IN FULL TEXT:

52.229-12 [Reserved]



ADDENDUM TO CONTRACT CLAUSES  
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: [Acquisition.gov](https://www.acquisition.gov) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](https://www.e-cfr.gov) to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

THE FOLLOWING FEDERAL ACQUISITION REGULATIONS (FAR) CLAUSES ARE  
INCORPORATED BY REFERENCE:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)
52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-3	[Reserved]
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
52.232-40	[Reserved]

52.204-9      PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL  
(JAN 2011)

52.244-6      SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL  
SERVICE (JUN 2023)

THE FOLLOWING FAR CLAUSES ARE PROVIDED IN FULL TEXT:

52.216-18      [Reserved]

52.216-19      [Reserved]

52.216-22      [Reserved]

52.217-8      OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

(End of clause)

52.217-9      OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed four (4) years.

(End of clause)

52.232-19      AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.215-70 EXAMINATION OF RECORDS

(a) With respect to matters related to this contract or a subcontract hereunder, the Department of State Office of the Inspector General, or an authorized representative, shall have upon request:

(1) Complete, prompt, and free access to all Contractor and Subcontractor files (in any format), documents, records, data, premises, and employees, except as limited by law; and

(2) The right to interview any current Contractor and Subcontractor personnel, individually and directly, with respect to such matters.

(b) This clause may not be construed to require the contractor or any subcontractor to create or maintain any record that the contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(c) The Contractor shall insert a clause containing all the terms of this clause, including this [paragraph \(c\)](#), in all subcontracts under this contract other than acquisitions described in Federal Acquisition Regulation 15.209(b)(1).

652.216-70 [Reserved]

652.225-71 [Reserved]

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed price stated in this contract.

(b) Invoice Submission. The Contractor shall submit invoices in an original to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

Invoices shall be sent to [TallinnInvoices@state.gov](mailto:TallinnInvoices@state.gov) only

**NB! Payment terms are 30 days and no advance payment is made!**

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

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(End of clause)

652.237-72 [Reserved]

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(a) The COR for this contract is Facilities Manager.

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

### SECTION 3 - SOLICITATION PROVISIONS

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2023) IS INCORPORATED BY REFERENCE (SEE SF-1449, BLOCK 27A)

#### ADDENDUM TO 52.212-1

A. Summary of Instructions. Each offer must consist of the following:

A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

(1) Name of a Project Manager (or other liaison to the U.S. Embassy/Consulate) who understands written and spoken English;

(2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing in Estonia (may be a local business registry outtake) or plans to establish an office within 30 days of contract award.

(3) The offeror shall provide proof of SAM registration to include the SAM UEI number.

4. [Reserved]

5. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work; - Please provide detailed list of equipment you offer to fulfill this contract and the maintenance frequencies.

6. [Reserved]

7. [Reserved]

ADDENDUM TO SOLICITATION PROVISIONS  
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE  
(FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at [Acquisition.gov](http://Acquisition.gov) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](http://e-CFR) to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION  
PROVISIONS ARE INCORPORATED BY REFERENCE:

PROVISION TITLE AND DATE

52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
52.209-7	[Reserved]
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.222-56	[Reserved]
52.237-1	SITE VISIT (APR 1984)

The site visit will be held on July 18, 2023 at 10:00 a.m (local time) at Suur-Ameerika 3 / Väike-Ameerika 4. Prospective offerors/quoters should contact [TallinnProcurement@state.gov](mailto:TallinnProcurement@state.gov) for additional information.

THE FOLLOWING DOSAR PROVISION(S) IS/ARE PROVIDED IN FULL TEXT:

652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

(a) The Department of State’s Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at [AQMCompetitionAdvocate@state.gov](mailto:AQMCompetitionAdvocate@state.gov).

(2) For all others, the Department of State Advocate for Competition at [cat@state.gov](mailto:cat@state.gov).

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, [insert name], at [insert telephone and email address]. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.  
(End of provision)



#### SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options.
- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ **to include the technical information required by Section 3.**
- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
  - Adequate financial resources or the ability to obtain them;
  - Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
  - Satisfactory record of integrity and business ethics;
  - Necessary organization, experience, and skills or the ability to obtain them;
  - Necessary equipment and facilities or the ability to obtain them; and
  - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

ADDENDUM TO EVALUATION FACTORS  
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

THE FOLLOWING FAR PROVISION(S) IS/ARE PROVIDED IN FULL TEXT:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

52.225-17 [Reserved]

## SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

### 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

(a) *Definitions.* As used in this provision—

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) **It ☐ will, ☐ will not** provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

**It ☐ does, ☐ does not** use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered

telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

#### 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES REPRESENTATION (OCT 2020)

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) *Representations.* (1) The Offeror represents that **it [ ] does, [ ] does not** provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that **it [ ] does, [ ] does not** use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

**The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.**

**(a) Definitions.** As used in this provision—

"Covered telecommunications equipment or services" has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with [13 CFR part 127](#), and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#). It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395](#)(b), applied in accordance with the rules and definitions of [6 U.S.C. 395](#)(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

(1) PSC 5510, Lumber and Related Basic Wood Materials;

- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Reasonable inquiry has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or



(6) Have been voluntarily suspended. “Sensitive technology”—

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101](#)(2), with a disability that is service connected, as defined in [38 U.S.C. 101](#)(16).

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in [13 CFR part 121](#) and size standards in this solicitation.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation

*Successor* means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women

Women-owned small business concern means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with [13 CFR part 127](#)), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of

which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#).

**(b)**

*\* If offeror is registered in Sam.gov, please provide proof of registration together with offer and mark to this clause that Paragraph (b)(2) applies without changes. If you wish to make changes then mark (b)(2) accordingly.*

(1) *Annual Representations and Certifications.* Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs \_\_\_\_\_.

*[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

**(c)** [Reserved]

**(d)** [Reserved]

**(e) Certification Regarding Payments to Influence Federal Transactions**  
(31 <http://uscode.house.gov>/ U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this

contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

**(f)** [Reserved]

**(g)** [Reserved]

**(h)** [Reserved]

**(i)** [Reserved]

**(j)** [Reserved]

**(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards** (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4](#)(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

**APPLIES** (2) Certain services as described in FAR [22.1003-4](#)(d)(1).  
**The offeror** ☐ **does** ☐ **does not** certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the

contract period if the contract period is less than a month) servicing the Government contract;  
and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

**(l) Taxpayer Identification Number (TIN)** ( [26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ( [31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other \_\_\_\_\_.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

**(m) Restricted business operations in Sudan.** By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

**(n) Prohibition on Contracting with Inverted Domestic Corporations.**

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) *Representation.* The Offeror represents that—

(i) It ☐ is, ☐ is not an inverted domestic corporation; and

(ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

**(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.**

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR [25.703-2\(a\)\(2\)](#) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (*e.g.*, [52.212-3\(g\)](#)) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

**(p) Ownership or Control of Offeror.** (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that **it** ☐ **has** or ☐ **does not** have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)



**(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.**

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) **It is** ☐ **is not** ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) **It is** ☐ **is not** ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

**(r) Predecessor of Offeror.** (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that **it** ☐ **is or** ☐ **is not** a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name:\_\_\_\_\_.

(Do not use a "doing business as" name).

**(s)** [Reserved].

**(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.** Applies in all solicitations that require offerors to register in SAM ( [12.301](#)(d)(1)).



(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ **does**, ☐ **does not** publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ **does**, ☐ **does not** publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:\_\_\_\_\_.

**(u)**

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government

contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

**(v) Covered Telecommunications Equipment or Services-Representation.** Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) ( <https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that—

(i) **It ☐ does, ☐ does not** provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that **it ☐ does, ☐ does not** use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

52.229-11 [Reserved]

THE FOLLOWING DOSAR PROVISION IS PROVIDED IN FULL TEXT:

652.225-70 [Reserved]

ADDENDUM TO SOLICITATION PROVISIONS  
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at [Acquisition.gov](http://Acquisition.gov) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](http://e-CFR) to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION  
PROVISIONS ARE INCORPORATED BY REFERENCE:

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN  
CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—  
REPRESENTATION AND CERTIFICATIONS (JUN 2020)